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Electronically Recorded
Chesapeake Operating, Inc.

L 0524413

CORRECTION OF OIL AND GAS LEASE

Reference is hereby made to that certain Oil and Gas Lease ("Subject Lease") by and between the undersigned Luminant Mineral Development Company, L.L.C., as Lessor, and Chesapeake Exploration, L.L.C., P.O. Box 18496, Oklahoma City, Oklahoma 73154, as Lessee, a Memorandum of which is recorded in the Real Property Records of Tarrant County, Texas on March 4, 2009, Document No. D209058389. The Subject Lease thereby authorizes Chesapeake Exploration, L.L.C. to investigate, explore, prospect, drill, and produce oil and gas (reserving to said Lessor the usual royalties), upon the lands described herein, situated in Tarrant County, Texas.

WHEREAS, the Primary Term, as stated in Paragraph Three of the Subject Lease mistakenly describes the Primary Term as follows:

3. Primary Term. Subject to the other terms and provisions hereof, this Lease shall remain in force for a period of four (4) years from the date hereof (the "Primary Term"), and for as long thereafter as (a) oil or gas is produced in paying quantities from the leased premises, or (b) this lease is maintained in force in any other manner hereinafter provided. As used in this Lease the term, "produced in paying quantities," means that the receipts from the sale or other authorized commercial use of Lessee's share of the oil and gas produced from the leased premises exceed Lessee's out of pocket expenses of operation on the leased premises for the nine (9) months last past, subject to the provisions of Paragraphs 9 and 12 hereof.

4. Option to Extend Primary Term. Lessee is hereby given the option, to be exercised on or before the expiration of the Primary Term of this Lease, of extending this Lease for an additional term of one (1) year, as to all or any portion of the acreage then held hereunder which would expire unless so extended. The only action required by Lessee to exercise this option is the payment to Lessor of the additional sum of \$2,000 per net mineral acre so extended. If this Lease is extended as to only a portion of the acreage covered hereby, Lessee shall designate such portion by a recordable instrument. The right of Lessee to extend this Lease as provided herein is at the option, but not the obligation, of Lessee.

Whereas, Lessor and Lessee desire to execute this instrument in order to correct the aforementioned mistake and amend said Subject Lease to provide for a Primary Term of three (3) years rather than four (4) years, as is provided in the Subject Lease, maintaining the Option to Extend the Primary Term for one (1) year, as is provided in Paragraph Four of the Subject Lease and as restated herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby correct and amend the Subject Lease to provide for a Primary Term of three (3) years by correcting Paragraph Three thereon as follows:

3. Primary Term. Subject to the other terms and provisions hereof, this Lease shall remain in force for a period of three (3) years from the date hereof (the "Primary Term"), and for as long thereafter as (a) oil or gas is produced in paying quantities from the leased premises, or (b) this lease is maintained in force in any other manner hereinafter provided. As used in this Lease the term, "produced in paying quantities," means that the receipts from the sale or other authorized commercial use of Lessee's share of the oil and gas produced from the leased premises exceed Lessee's out of pocket expenses of operation on the leased premises for the nine (9) months last past, subject to the provisions of Paragraphs 9 and 12 hereof.

4. Option to Extend Primary Term. Lessee is hereby given the option, to be exercised on or before the expiration of the Primary Term of this Lease, of extending this Lease for an additional term of one (1) year, as to all or any portion of the acreage then held hereunder which would expire unless so extended. The only action required by Lessee to exercise this option is the payment to Lessor of the additional sum of \$2,000 per net mineral acre so extended. If this Lease is extended as to only a portion of the acreage covered hereby, Lessee shall designate such portion by a recordable instrument. The right of Lessee to extend this Lease as provided herein is at the option, but not the obligation, of Lessee.

It is understood and agreed by all parties hereto that in all other respects, said Subject Lease and the prior provisions thereto, shall remain in full force and effect and each of the undersigned does hereby ratify and confirm said Subject Lease as hereby amended.

This Correction of Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.


To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, this instrument is dated and made effective as of the date of the Subject Lease as set forth above.

Executed this 21st day of August, 2009, but for all purposes, to be effective as of the 14th day of January 2009.

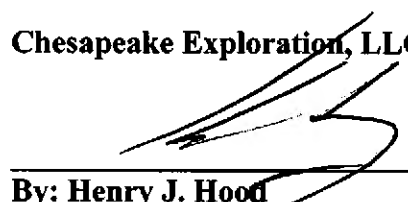
LESSOR:

**Luminant Mineral Development
Company, LLC**


By: Brett Wiggs
As: Authorized Representative

LESSEE:

Chesapeake Exploration, LLC

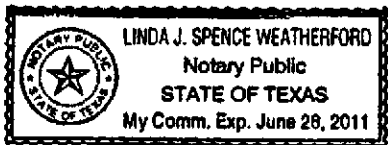

By: Henry J. Hood
As: Senior Vice President – Land
and Legal & General Counsel

M.R.
QA

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
 COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21st day of August, 2009 by Brett Wiggs, Authorized Representative of Luminant Mineral Development Company, LLC, on behalf of said limited liability company.



Linda J. Spence Weatherford
 Notary Public, State of Texas

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on the 10th day of September, 2009 by Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, LLC, on behalf of said limited liability company.

Lauren Elliott
 Notary Public, State of Oklahoma
 Notary's name (printed): Lauren Elliott
 Notary's commission expires:

Record & Return to:
 Chesapeake Operating, Inc.
 P.O. Box 18496
 Oklahoma City, OK 73154

